REMARKS

This amendment is submitted in response to the Examiner's Action dated September 15, 2008. Applicant has amended the claims to clarify and/or to more clearly recite the novel features of the invention and to overcome the § 103 rejections. No new matter has been added, and the amendments place the claims in better condition for allowance. Applicant respectfully request entry of the amendments to the claims. The arguments provided below reference the claims in their amended form.

Applicant is not conceding in this application that those originally presented claims are not patentable over the art cited by the Examiner. Applicant respectfully reserves the right to pursue the original claims and other claims in one or more continuations and/or divisional patent applications.

RESTRICTION REQUIREMENT

In the present Office Action, the Examiner states that Claims 1 and 8 are related as sub-combinations disclosed as usable together in a single combination. Pursuant to the telephone conversation with Brian Russell on September 4, 2008, Applicant herein confirm the election, without traverse, of the single disclosed species claimed in pending Claim 1 (Group I). Claim 8 has been canceled and is hereby withdrawn from consideration.

CLAIM REJECTIONS UNDER 35 U.S.C. § 103

In the present Office Action, Claim 1 is rejected under 35 U.S.C. 103(a) as being unpatentable over *Lynne VanArsdale* (Computer Technology Review, June 2002) (hereinafter referred to as *"VanArsdale"*, referred by Examiner as *"Service"*) in view of *Peter Gutmann* (Secure Deletion of Data from Magnetic and Solid-State Memory) (hereinafter referred to as *"Gutmann"*, referred by Examiner as *"Secure"*). The combination of *VanArsdale* and *Gutmann* does not render Applicant's claimed invention unpatentable because that combination does not suggest, to one skilled in the art at the time of Applicant's invention, several of the features recited by Applicant's claim. For example, the combination fails to suggest the following features of Applicant's Claim 1:

(A) erasing the hosted data according to the level of erasure that was agreed upon; wherein <u>erasing the hosted data according to </u>the level of erasure comprises: **overwriting the hosted data with new data as the new data is generated by another user**.

(B) wherein the erasing comprises erasing the hosted data according to the level of erasure that was agreed upon, **in response to repurposing the storage medium**.

With respect to the above features, Examiner relies primarily on Examiner correctly indicates that *VanArsdale* generally provides service level agreements to support data-protection risk-management strategy for an organization. However, Examiner failed to recognize or simply overlooked the fact that each of *VanArsdale's* techniques focus on selecting a particular media for protecting data and minimizing the number, frequency, and location of data copies. *VanArsdale* does not overwrite the hosted data with new data. Also, *VanArsdale* does not teach or suggest, and the combination of the combination of *VanArsdale* and *Gutmann* does not suggest, the Applicant's claimed features related to overwriting the hosted data with new data **as the new data is generated by another user**.

VanArsdale does not teach or suggest **repurposing the storage medium**. *VanArsdale* provides infrastructure designs that include "media-type selection, redundancy specification, backup design, and recovery design" (*VanArsdale*, page 2). *VanArsdale* also provides document storage restrictions which "dictate storage on media that will maintain bit-level integrity…not support rewrite, and allow reliable deletion" (*VanArsdale*, page 2). Applicant's techniques specifically support rewrite and repurposing of the storage medium, which features are not suggested by *VanArsdale* or the combination of *VanArsdale* and *Gutmann*.

The combination of *VanArsdale* and *Gutmann* also fails to suggest the following additional features recited by Applicant's independent claims:

(C) **automatically destroying** the computer mass storage system, **according to the level of erasure** that is predetermined.

Neither *VanArsdale* nor *Gutmann* contemplates or suggests automatically destroying the computer mass storage system. As recited by the Applicant's claims, the invention entails automatically destroying the computer mass storage system or specified data within computer mass storage system, according to a predetermined level of destruction. The destruction of the computer mass storage system is automatically invoked when a predetermined time span is elapsed. These features are clearly not suggested nor contemplated by *VanArsdale* nor *Gutmann*, nor the combination thereof.

From the above discussion/arguments and the reasons provided therein, it is clear that the combination of references does not suggest key features of Applicant's claimed invention. One skilled in the art would not find Applicant's claimed invention unpatentable over the combination of references. The above claims are therefore allowable over the combination.

CONCLUSION

Applicant has diligently responded to the Office Action by amending the claims to clarify and/or more completely recite the novel features recited within the claims. Applicant has also explained why Applicant's claims are not obvious in light of the combination of references provided. Since the amendments and arguments overcome the various claim rejections, Applicant, respectfully request issuance of a Notice of Allowance for all claims now pending.

Applicant further respectfully request the Examiner contact the undersigned attorney of record at 512.343.6116 if such would further or expedite the prosecution of the present Application.

Respectfully submitted,

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